

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KEITH PRICE A.K.A. KEITH PRYCE,

Plaintiff,

-against-

THE CITY OF NEW YORK, P.O. EUGENE JONNY
[SHIELD NO. 6512],

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

07 CV 2846 (FB)(LB)

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 6, 2007, alleging that certain of his civil rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff KEITH PRICE A.K.A. KEITH PRYCE, the sum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) in full satisfaction of all claims, including claims for costs, expenses, and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the named defendants, the City of New York, Police Officer Eugene Jonny and

Averill Thompson, with prejudice, and to release all defendants, and any present or former employees or agents of the City of New York, or any agency thereof, including but not limited to the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law that were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of No Liens.

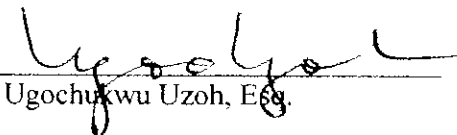
4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof, including but not limited to, the New York City Police Department.

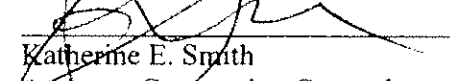
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
Sept. 9, 2009

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By: 
Katherine E. Smith
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

HON. FREDERIC BLOCK
UNITED STATES DISTRICT JUDGE